

# United States District Court

District of Utah

Prime Insurance Company,

Plaintiff,

v.

Chill Transportation,

Defendant.

## JUDGMENT IN A CIVIL CASE

Case Number: 2:23-cv-428-HCN

### IT IS ORDERED AND ADJUDGED

1. That default judgment is granted in favor of the plaintiff and against the defendant;
2. That there is no coverage under the Policy for the EPA claim because it relates to and arises from Pollution;
3. That there is no coverage under the Policy for the EPA claim because it relates to and arises from Hazardous Materials;
4. That there is no coverage under the Policy for fines and penalties;
5. That there is no coverage under the Policy for injury or damage arising from an Insured's willful violation of a statute or ordinance;
6. That the MCS-90 Endorsement does not apply and Prime has no obligation to indemnify Chill Transportation in relation to the EPA claim;
7. That, as coverage is precluded under the Policy and no obligations are owed under the MCS-90 Endorsement, Prime has no obligation to defend or indemnify Chill Transportation in relation to the EPA claim; and

8. That, as coverage is precluded under the Policy and no obligations are owed under the MCS-90 Endorsement, Chill Transportation does not have any right of recovery against Prime in relation to the EPA claim.

January 31, 2024

Date \_\_\_\_\_

BY THE COURT:

but c. 12.5

Howard C. Nielson, Jr.  
United States District Judge